

Contract no. 970

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**A G R E E M E N T
BY AND BETWEEN**

THE COUNTY OF HUDSON,

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

PBA LOCAL NO. 51

(SUPERIOR OFFICERS' ASSOCIATION)

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

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PREAMBLE

It is the intention of both the County of Hudson, hereinafter referred to as the "County," and the New Jersey State Policemen's Benevolent Association, Local No. 51, hereinafter referred to as the "Associating," that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, as amended by Chapter 123, P.L. of New Jersey 1974, N.J.S.A. 34:13A-1 et seq., hereinafter referred to as Chapter 303, and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WHEREAS, the Association has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

WHEREAS, the County and the Association have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment;

This Agreement is entered into by and between the County of Hudson and the New Jersey State Policemen's Benevolent Association, Local No. 51.

IT IS AGREED AS FOLLOWS:

**ARTICLE I
RECOGNITION**

1.1 BE IT RESOLVED, by the County of Hudson, pursuant to the provisions of Chapter 303 of 1968 as amended by Chapter 123 P.L. of N.J. 1974, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the County hereby agrees to continue to recognize the New Jersey State Policemen's Benevolent Association, Local No. 5] (SOA) as the exclusive majority representative for collective negotiations concerning the terms and conditions of employment for all Sergeants, Lieutenants, Captains and Deputy Chiefs, but excluding Inspectors and all others.

1.2 References to male officers shall include female officers.

ARTICLE II VACATIONS

2.1 A. Employees covered by this Agreement shall be granted the vacation schedule noted below:

1st Year of Employment	One (1) day per month up to September 20th of the 1st Year
Beginning the 2nd calendar year of employment through the 5th calendar year	15 Working Days
Beginning the 6th calendar year through the 15th calendar year	20 Working Days
Beginning the 16th calendar year through the 24th calendar year	25 Working Days
Beginning the 25th calendar year and thereafter	25 Working Days plus one day per additional year of service up to a maximum of 30 days.

B. Selection of vacations shall be based upon seniority. The initial selection shall be based upon seniority of the members of the bargaining unit in each respective section of the Police Department. In order to invoke seniority, the member must submit his/her vacation request at least thirty (30) calendar days prior to the first day of the vacation period requested.

Whenever a member, prior to April 1st, selects a vacation period for later in that calendar year and no senior member, prior to April 1st, seeks that same period, then seniority rights as to that period and that member shall be deemed waived.

C. Vacation leave must be taken in the calendar year in which it is earned. The only exception to this policy is when a vacation leave is requested and denied by the Chief of Police, or his designee, for business reasons. In such instances, the vacation leave that was denied may be carried to the next calendar year. Such carried-over vacation must be used in that next calendar year or be forfeited.

**ARTICLE III
HOLIDAYS**

3.1. The County agrees to pay the members of the bargaining unit fourteen (14) days' pay as payment for holidays. Members of the bargaining unit who were not employees of the County for the full year shall receive a pro rata payment. The payment required by this provision shall be made in the first payroll in December.

ARTICLE IV
SALARIES

4.1 Salaries shall be paid as follows:

	<u>01/01/89</u>	<u>01/01/90</u>	<u>01/01/91</u>
Deputy Chief	\$38,924.00	\$42,817.00	\$47,063.00
Captain	35,792.00	39,620.00	43,600.00
Lieutenant	34,090.00	37,800.00	41,520.00
Sergeant	31,860.00	35,316.00	38,804.00

**ARTICLE V
MANAGEMENT RIGHTS**

5.1 The County, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations:

A. to direct the employees of the County:

B. to hire, promote, transfer, assign, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employees;

C. to relieve employees from duties because of lack of work, or for other legitimate reasons;

D. to maintain the efficiency of the department operations entrusted to them;

E. to determine the methods, means and personnel by which such operations are to be conducted; and

F. to take whatever actions might be necessary to carry out the mission of the County.

ARTICLE VI
ASSOCIATION RIGHTS

6.1 A. Authorized representatives of the PBA shall be permitted to visit the offices of the Chief of Police and other County Departments in order to determine whether or not the provisions of this Agreement are being complied with. The representatives of the PBA should give proper notice to the Chief or to the Directors of the various County Departments as to when the visit will take place.

B. In the event any officer in the Department wished to have a PBA representative present while on duty, the authorized PBA representative shall be released from whatever duties he is performing and shall be permitted to attend to the immediate problem of the member of the bargaining unit.

C. The Representative or alternate of the PBA, shall be entitled to time off to attend meetings called by the State PBA, not to exceed six (6) times per year. Said time off shall be without loss of pay and shall be for the duration of the meeting, plus reasonable travel time to and from.

**ARTICLE VII
DUES CHECK-OFF**

~~_____~~ County agrees, in accordance with State
~~_____~~ Administrative Regulations, to deduct
~~_____~~ dues and to remit such monies upon collection to
~~_____~~ of the Association.

**ARTICLE VIII
AGENCY SHOP**

8.1 Upon the request of the Association, the County shall deduct a representative fee from the wages of each employee who is not a member of the Association.

8.2 These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

8.3 The amount of said representation fee shall be certified to the County by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

8.4 The Association agrees to indemnify and hold the County harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

8.5 The County shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

8.6 The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A.

~~Article 5.1~~ and 5.6, and membership in the Association shall
~~be available~~ to all employees in the unit on an equal basis
~~in all cases~~. In the event the Association fails to maintain
~~such a system~~ or if membership is not so available, the
~~company~~ immediately cease making said deductions.

**ARTICLE X
COURT APPEARANCES**

10.1 Any member of the Association who is off duty and required to appear in a Municipal Court of the State or in any State Court or Grand Jury or Motor Vehicle hearing of the State, shall be paid at the rate of time and one-half with a minimum guarantee at the premium rate for three hours subject to the following provisions:

A. That such appearance shall be directly related to or resulting from the duties of a member of this Association;

B. That such appearances are legitimate in that they are made in accordance with a proper function of the duties and responsibilities of a member of the Association; and,

C. That such appearances shall be required.

**ARTICLE XI
SICK LEAVE**

11.1 All permanent members or full-time provisional members shall be entitled to sick leave with pay as follows:

A. Members who have completed one (1) full year of service and who are unable to perform their duties by reason of personal illness, injury or exposure to contagious diseases are entitled to up to 365 continuous calendar days off for each occurrence.

B. Members who have not completed one (1) full year of service and who are unable to perform their duties as detailed in Section 11.1 A. are entitled to one (1) day of sick leave per month of service. Such sick leave shall not be carried over to the member's second and subsequent years of service.

C. Members who are unable to perform their duties by reason of illness, injury or exposure to contagious diseases on the part of the member's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the

member's household shall be entitled to sick leave as follows:

<u>Years of Service</u>	<u>Sick Leave</u>
0 - 1	1 day per month
1+	15 days per year

11.2 Unused sick leave earned pursuant to Section 11.1 C. shall accumulate from year to year without limit.

11.3 For calculating of the retirement allowance provided for in Article XX the sick leave earned pursuant to Section 11.1 A shall be based upon 15 days per year. Sick leave earned pursuant to Section 11.1 C shall be forfeited upon retirement.

11.4 Reporting of Absence on Sick Leave

A. If a member is absent for reasons that entitle him or her to sick leave, the deak superior shall be notified at least one hour prior to the member's usual reporting time, except in emergent circumstances.

(1) Failure to so notify his or her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(2) Absence without notice for five (5) consecutive days shall constitute a resignation.

11.5 Service Connected Sickness, Injury or Disability Leave

A. Members covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks for each new and separate service-connected sickness, injury or disability, commencing on the first day of any such service connected injury or disability. Temporary disability benefits paid by Worker's Compensation Insurance to the member will be paid over to the County.

B. Intentional self-inflicted injuries shall not be covered by the provisions of this Section.

C. Any member who accepts outside employment whose physical demands are equal to or greater than his or her normal police activities during the periods of service connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be subject to loss of service connected sickness, injury or disability pay.

D. When such sickness, injury or disability leave is granted, the member shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

E. Failure to provide verification may result in denial of sick leave and may result in disciplinary action.

11.7 Sick Leave Incentive

A. Any member not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to five (5) days' pay. Such member shall have five (5) days deducted from his or her sick leave for that year and for retirement purposes pursuant to Article XX.

B. Any member utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to four (4) days' pay. Such member shall have four (4) days deducted from his or her sick leave for the year and for retirement purposes pursuant to Article XX.

ARTICLE XII
HEALTH BENEFITS AND INSURANCE

12.1 A. The insurance and health benefit levels in effect at the time of execution of this Agreement shall remain in effect except as modified herein.

B. The County shall continue to provide the same insurance and health benefit levels of coverage at no expense to the employee for all employees who retire on or after January 1, 1987.

12.2 The County shall provide a prescription drug program with a \$1.00 co-pay benefit level.

12.3 The County shall maintain a basic County dental program which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. This County Basic dental program shall provide for full family coverage.

12.4 The County shall provide life insurance for each police officer at a benefit level of \$5,000.00.

12.5 The parties agree that the County shall have the unilateral right to select the insurance carrier and program and/or self insure in its sole and absolute discretion. Any

dispute dealing with the selection of insurance carrier, program or decision to self insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

12.6 The County shall grant medical coverage to retirees and their families as provided in the current Blue Cross/Blue Shield County Plan.

12.7 The County shall establish a Committee composed of one representative of each bargaining unit in the County including the Association to review and upgrade the insurance program.

**ARTICLE XIII
LEAVES OF ABSENCE**

13.1 For the duration of this Agreement the County agrees to continue its existing practices with respect to military leave.

13.2 Each employee shall be entitled to three (3) working days leave with pay in the event of death of an employee's spouse, mother, father, brother, sister, children, grandparents of employee or spouse.

13.3 Employees shall receive three (3) days off per year. These days shall be cumulative in the same manner as vacation days. Except in emergent situations employees must notify the Chief of Police, or his designee, at least 72 hours prior to the personal day sought. Failure to so notify the Chief may result in denial of the requested personal day.

13.4 Any leave of absence other than medical leave, shall not exceed 90 days and shall not be granted unless the employee has been on the job for at least one year.

**ARTICLE XIV
DISCIPLINE**

14.1 Disciplinary action may be imposed upon an employee
for just cause.

**ARTICLE IV
GRIEVANCE AND ARBITRATION PROCEDURE**

15.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

15.2 A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

15.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, after receiving written answer, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

15.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE --

The Grievance shall be discussed by the employee involved and the Association Representative with the immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Association.

STEP TWO

If the grievance is not settled through Step One, the same shall be reduced to writing by the Association within five (5) working days and submitted to the department head, or any person designated by him, and the answer to such grievance shall be in writing, with a copy to the Association within five (5) days of submission.

STEP THREE

If the grievance is not settled at Step Two, then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County's Director of Personnel, or designee. A written answer to such grievance shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

STEP FOUR

If the grievance is not settled through Step Three, the grievant shall have the right to file an appropriate appeal to the New Jersey Department of Personnel or to an arbitrator, whichever is applicable. The filing of such an appeal must take place within ten (10) working days following disposition of Step Three, except where law provides the grievant twenty (20) days to appeal to the State Department of Personnel.

The Selection of a grievance arbitrator and submission of any grievances shall be pursuant to the Rules and Regulations of the Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the arbitrator shall be borne by the County and the Association equally.

The Association President, or his authorized representative may report an impending grievance to the County in an effort to forestall its occurrence.

15.5 No Strike Pledge: Since adequate grievance procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or, other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Department.

15.6 Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

16.1 Should any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific portion of the Agreement affected by such decision.

16.2 The representatives of the County and of the Association may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being controlling should any dispute arise.

16.3 It is the intention of both the County and the Association that this Agreement effectuate the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34: 13A-1 et seq., and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

16.4 A request on a white report submitted to the Chief by a unit member shall be returned by the Chief to the unit

member within ten (10) days of such submission.

16.5 The County shall provide and install a push button combination lock to the locker room for the police offices.

16.6 The County shall provide, at its expense, a copy of this Agreement to each unit member.

**ARTICLE XVII
UNIFORM ALLOWANCE**

17.1 The County shall provide \$450.00 per annum in 1989 and \$500.00 in each subsequent year of this Agreement to employees in the bargaining unit to be used for uniforms at their discretion.

17.2 Officers who were not on the payroll effective January 1st, shall receive a pro-rata amount.

17.3 The uniform payment shall be made in the first June payroll.

**ARTICLE XVIII
RECALL**

18.1 Should members of the Association be recalled to duty in the event of an emergency, those members who respond to such recall shall each be paid a minimum of four (4) hours pay.

**ARTICLE XIX
LONGEVITY**

19.1 The County of Hudson, recognizing the importance of long term employees, sets forth the following longevity program:

A. For employees with more than five years of service, but not more than ten years of service - \$200.00 per annum;

B. For employees with more than ten years of service, but not more than fifteen years of service - \$400.00 per annum;

C. For employees with more than fifteen years of service, but not more than twenty years of service - \$600.00 per annum;

D. For employees with more than twenty years of service, but not more than twenty-five years of service - \$800.00 per annum;

E. For employees with more than twenty-five years of service - \$1,000.00 per annum.

19.2 The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

19.3 The longevity program shall survive the expiration of this contract for all employees.

**ARTICLE XX
RETIREMENT ALLOWANCE**

20.1 The County shall maintain a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed Three Thousand (\$3,000.00) Dollars.

20.2 If an employee retires, but dies prior to the payment of the retirement leave, or if an employee works past the normal date of retirement, the County shall pay to the employee's estate the retirement leave pay.

20.3 If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15th but in no event later than the following January.

ARTICLE XII OUTSIDE EMPLOYMENT

21.1 Members of the bargaining unit covered by this Collective Bargaining Agreement shall be permitted to secure outside employment while off duty, provided such outside employment is not in violation of the law.

21.2 Members must notify the Chief of Police, or his designee, in writing of the name of the outside employer and the nature of the employment prior to securing the employment.

21.3 Prior to securing outside employment, members must ascertain whether the outside employer provides Workers Compensation, liability, or any other type of insurance coverage and notify the Chief, or his designee, in writing of the insurance provided, if any.

21.4 All members who seek to secure outside employment must first submit a written request to the Chief of Police, or his designee, and receive the approval of the Chief in the following circumstances:

A. Where the member will wear the County Police uniform, or part thereof, during the outside employment; or

B. Where the member may be required, as a prerequisite to employment use, to display or use his or her County Police badge, identification card or weapon.

In all such cases, approval or denial by the Chief shall be rendered within forty-eight (48) hours of the request.

Such approval will not be unreasonably withheld.

**ARTICLE XXII
MOTOR VEHICLE ACCIDENT REVIEW BOARD**

22.1 The Motor Vehicle Accident Review Board shall not have punitive or regulatory powers. If any member is involved in an accident and the matter comes before the Motor Vehicle Accident Review Board, the member shall have the right to appear before the entire Review Board and present his version of the accident. In the event the Review Board determines that the accident was preventable, and that information is entered in the police officer's file, the police officer shall have a right to reduce his version of the accident to writing and have his version also inserted in his file along with the report of the Review Board.

**ARTICLE XXIII
WORK SCHEDULE**

23.1 The normal work day for members of the Association is eight and one-quarter ($8 \frac{1}{4}$) hours and the schedule in effect at the date of this Agreement, i.e., 5x2 - 5x3 with a steady midnight tour of duty shall be maintained.

Departmental duty schedule shall be as follows:

Day Tour	7:45 a.m.	to	3:45 p.m.
Evening Tour	3:45 p.m.	to	11:45 p.m.
Midnight Tour	11:45 p.m.	to	7:45 a.m.

The quarter hour referred above is applicable solely to general administrative duties arising from his regular law enforcement duties.

23.2 The preceding duty schedule applies to Patrol Squad members assigned to standard roadway patrols and their supervisors.

Members assigned to headquarters or other "detail" assignments may be assigned to other duty hours or schedules at the discretion of the Chief of Police or his designee.

23.3 Members assigned to headquarters or other special duty details, not normally considered patrol division duties, may be assigned to other hours in the discretion of the Chief of Police or his designee. Personnel assigned to such other duty hours or schedules, shall be provided with compensatory time as necessary to equate with the patrol division.

**ARTICLE XXIV
NO WAIVER**

23.1 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof.

ARTICLE XIV
DURATION OF AGREEMENT

24.1 The provisions of this Agreement shall be effective January 1, 1989 and shall continue and remain in full force and effect to and including December 31, 1991, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

ARTICLE XXVI
FULLY BARGAINED CLAUSE

26.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

26.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

26.3 Past Practice: The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the Association which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

**ARTICLE XXVII
SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agreed to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested, all on this day of 19__.

NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL 51

By: William J. Butto

ATTEST:

By: William J. Cooper

COUNTY OF HUDSON

By: Robert J. Mingle

ATTEST:

By: Samuel P. Benson

APPENDIX "A"

The PBA agrees to participate on a salary holdback committee made up of a representative of each union to review the possibility of implementing a salary holdback during the term of this Contract.

Will B. [Signature]

March 3, 1989

William F. Caper

[Signature]

2/2/2020
(10:00)
10:00

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